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to be to hold the telegraph companies to the greatest possible degree of care, and considering the valuable rights they enjoy at the hands of the public, this attitude is to be commended.

H. W. W.

LEGAL ETHICS—QUESTIONS AND ANSWERS—We print herewith three more of the questions on legal ethics propounded to the New York County Lawyers' Association Committee on Professional Ethics, with the answers made thereto:

QUESTION:

Is an attorney justified in asking for five thousand dollars damages in a case where he knows his client would be perfectly satisfied with a settlement of a few hundred dollars and where there appears to be no just ground for demanding more than a few hundred dollars?

Is a lawyer guilty of moral turpitude who demands in settlement of a claim for damages an amount far in excess of what he believes to be a proper measure of damages?

ANSWER:

In the case suggested the Committee considered in the absence of a more detailed statement, that the demand should not exceed what, in the opinion of the attorney, would be a maximum proper recovery under the facts which he has reason to believe are the basis of his client's rights.

QUESTION:

May I have your opinion upon the professional ethics of the following situation:

Several years ago I received into my office as a student of law a young man who has since been admitted as a member of the Bar. I assisted him to the best of my ability in his preparations for admission, and commended him to the Character Committee. He was intimately familiar with the affairs of my office, and had my confidence. After his admission to the Bar, he left my office and became associated with another member of the Bar.

While he was a student in my office, I had a client who employed me in a professional capacity in numerous matters, among others the re-organization of a company, whose books he entrusted to my custody for the purpose. This client, at the time of the proposed re-organization, owed me considerable money in other matters in which I had been employed for him personally. I spent considerable time in planning the re-organization, but declined to advance any disbursements therefor. Finally, my client, without discharging any of the indebtedness to me for my services in respect to the said re-organization or for my personal services to him, demanded the return of the books of the corporation, which I declined to return unless some money should be paid to me on account of the debt. I have since been served with an order to show cause in the Supreme Court on an affidavit of my client sworn to before my former student as a notary public, in which the said former student appears as attorney of record for my client, directing me to show cause why I should not turn over the books of the Company to it.

I charged the company what I deemed a reasonable fee for the services rendered to it, all of which were rendered while the student was a clerk in my office. I assume that, as the student appears as attorney of record, he prepared the affidavit upon which the order to show cause was made, and in which the client swears that nothing whatever is due to me for legal services rendered. The student has also in a replying affidavit, made by himself, stated that he was not consulted when the client called on me, though he saw the client visit me on several occasions, but was never informed regarding the subject of the consultation. Notwithstanding this affidavit, he had charge of the filing of all of my papers, and had access to all of my correspondence, and was in a position to be generally familiar with the business of my office.

Is the conduct of the student as stated by me in appearing for my former client, under the circumstances, and taking the steps indicated, contrary to any principles of professional ethics?

ANSWER:

In the opinion of the Committee, it contravenes proper professional ethics for an attorney to accept a retainer against his former employer involving matters of which he might have obtained knowledge while in such employment, and by reason thereof.

QUESTION:

A lawyer is consulted by a client about an alleged claim of the client, and the client, upon being advised that the claim is, in the opinion of the lawyer, unfounded or not enforceable, then so conducts himself that the lawyer concluded that he has reasonable ground for believing that his client, disappointed at the advice, will commit acts of violence against a member of his family against whom the disappointed client asserted his fancied claim, and the attorney knows that the disappointed client has in the past carried out similar threats against the same individual, and the attorney concludes that the client intends to carry out his renewed threats, and the attorney knows the person threatened, members of his family and his counsel. Is the attorney under any professional duty which would either require him to, or preclude him from, communicating the threats, or disclosing them, or taking such steps as seem to him reasonably calculated to prevent the person who consults him from accomplishing his threatened purpose of violence?

ANSWER:

The Committee does not consider that the privilege of professional confidence extends to such threats. It is not, therefore, in its opinion, unprofessional for the attorney to give warning.

PRINCIPAL AND SURETY—REMEDIES OF SURETY—CONTRIBUTION—In *Harris v. Jones*,¹ the maker of a promissory note applied to the defendant, Jones, to sign the note as surety. Jones refused to do so until the plaintiff Harris had first indorsed the note. Judgment being entered on the note Harris paid the payee in full and then brought suit against Jones for contribution. The Court held that as to the payee, Harris, and Jones were co-sureties, but as between themselves, the relationship of principal and surety existed, thus barring the former from any re-imbursement.

It is well settled that the right of a co-surety to enforce contribution does not depend upon contract², but upon the equity of the case. Contribution originally was enforceable only in courts of equity, but in later times courts of law assumed jurisdiction on the ground of an implied promise on the part of each joint-debtor or surety to contribute his share to make up the loss.³ This right of contribution, which arises under the rule in equity apart from agreement between the co-sureties, may be varied by such agreement.⁴ The relation in which co-sureties on a bill stand to the holder of the bill, has no bearing on the relation in which they

¹ 136 N. W. Rep. 1080 (North Dakota, 1912).

² *Lansdale v. Cox*, 7 T. B. Mon. 401 (1828).

³ *Deering v. Earl of Winchelsea*, 2 B. & P. 270 (1800); *Powers v. Nash*, 37 Me. 322 (1853).

⁴ *Swan v. Wall*, 1 Chancery Reports, 534 (1641).